



Agreement Between

The Board of Trustees  
of  
Gloucester County College

*and*

The Directors Group  
which is Affiliated with IUE, AFL-CIO, Local 442

**1995-1998**

Effective July 1, 1995

## **TABLE OF CONTENTS**

<b>AGREEMENT</b>	-General Conditions	1-3
	1.1 Board Recognition	1
	1.2 Contrary to Law	2
	1.3 Amendment	2
	1.4 Released Time for Negotiations	2
	1.5 Budget Information	2
	1.6 Selection of Negotiators	3
	1.7 Copies of Agreement	3
	1.8 Continuing Consultation	3
<b>ARTICLE II</b>	-Rights of Parties	4-5
	2.1 Right to Organize	4
	2.2 Right To Negotiate	4
	2.3 Union Business	4
	2.4 Use of Facilities and Equipment	5
	2.5 Board's Authority	5
<b>ARTICLE III</b>	-Directors' Assignments and Responsibilities	6-7
	3.1 Holidays	6
	3.2 Directors' Working Hours	6

	3.3 Authorized Off-Campus Assignments.....	6
	3.4 Attendance at College Functions.....	7
	3.5 College Handbooks.....	7
<b>ARTICLE IV</b>	-Personnel Files.....	8-9
	4.1.....	8
<b>ARTICLE V</b>	-Contracts, Dismissals and Vacancies.....	10-11
	5.1.....	10
	5.2.....	11
<b>ARTICLE VI</b>	-Group Health Insurance.....	12-13
	6.1 Medical Insurance.....	12
	6.2 Prescription Plan.....	12
	6.3 Dental Insurance.....	12
	6.4 Insurance Carriers.....	12
	6.5 Retiree Coverage.....	13
<b>ARTICLE VII</b>	-Directors' Salaries and Deductions.....	14-15
	7.1 Salary.....	14
	7.2 Request for Deductions.....	14
	7.3 Representation Fee for Non-Members.....	14

<b>ARTICLE VIII</b>	-Paid Leaves of Absence.....	16-18
	8.1 Sick Leave.....	16
	8.2 Bereavement.....	16
	8.3 Personal Leave.....	17
	8.4 Sabbatical Leaves.....	17
<b>ARTICLE IX</b>	-Unpaid Leaves of Absence.....	19-20
	9.1 Applications for Unpaid Leave.....	19
	9.2 Child Rearing Leave.....	19
	9.3 Leave for Personal Reasons.....	19
	9.4 Leave for Professional Svcs.....	19
	9.5 Leave for Advanced Study.....	20
	9.6 Leave for Fulbright or Exchange Program.....	20
	9.7 Unpaid Leave Benefits.....	20
<b>ARTICLE X</b>	-Directors' Privileges.....	21-22
	10.1 Tuition Waiver.....	21
	10.2 Early Childhood Education Ctr.....	21
	10.3 Tuition Reimbursement.....	21
	10.4 Parking.....	22

<b>ARTICLE XI</b>	-Vacation for Directors'	23
	11.1 Vacation	23
	11.2 Vacation Schedule	23
	11.3 Termination Pay	23
<b>ARTICLE XII</b>	-Retirement "Bonus"	24
	12.1	24
	12.2	24
	12.3	24
<b>ARTICLE XIII</b>	-Grievance Procedure	25-30
	13.1	25
	13.2 Formal Grievance Procedure Form	29
<b>ARTICLE XIV</b>	-Duration of Agreement	31-32
	14.1	31
	14.2	31
<b>APPENDIX A</b>	Salary Schedule	33



1 1.2 Contrary to Law

2 If any provision of this agreement or any application of the  
3 Agreement to any employee or group of employees shall be found  
4 contrary to law, then such provision or application shall be  
5 void, but all other provisions or applications of this  
6 agreement shall continue in full force and effect.

7 1.3 Amendment

8 Should the parties agree to an amendment of this Agreement  
9 such amendment shall be reduced to writing, submitted to  
10 ratification procedures of the Board and the Directors Group,  
11 and if ratified, become part of the Agreement.

12 1.4 Released Time for Negotiations

13 When mutually determined negotiating meetings are planned  
14 during the working day, two members of the Bargaining Unit may  
15 be granted released time.

16 1.5 Budget Information

17 In order for the Directors Group to represent members, the  
18 Board will make available to the Directors Group upon written  
19 request:

- 20 (a) The number of members within the unit and their  
21 respective titles and salaries; and  
22 (b) Other reports within the public domain.

1 1.6 Selection of Negotiators

2 Neither party in any negotiations shall have any control over  
3 the selection of the negotiating representatives of the other  
4 party. Negotiating teams at any one bargaining session are  
5 not to exceed four members. The parties mutually pledge that  
6 their representatives shall be clothed with all necessary  
7 power and authority to make and consider proposals and make  
8 counter proposals. Either party may bring in not more than  
9 two consultants for a particular item of discussion.

10 1.7 Copies of Agreement

11 Copies of this agreement shall be reproduced by the Board and  
12 distributed to all members of the Directors Group now employed  
13 or hereafter employed by the Board for the duration of this  
14 Agreement. The Board will supply ten copies to the Directors  
15 Group. Bona fide candidates for employment shall be given a  
16 copy of the Agreement when the individual is given a Notice of  
17 Appointment.

18 1.8 Continuing Consultation

19 The Directors Group will meet with the President and  
20 appropriate administrators, once a year, to discuss  
21 administration of this Agreement and/or concerns of mutual  
22 interest.





1   2.4   Use of Facilities and Equipment

2       The Directors Group may use College facilities and equipment,  
3       such as typewriters, mimeographing machines, other duplicating  
4       equipment, calculating machines and AV equipment, at the  
5       convenience of the President or his designees. No equipment  
6       shall be removed from the premises without written permission.

7       Payment shall be made for any expendable supplies used for  
8       Directors Group purposes, and the Directors Group shall be  
9       liable for damage to any equipment used for said purposes. A  
10      request of the Directors Group shall be not unreasonably  
11      denied.

12   2.5   Board's Authority

13      The Board hereby retains and reserves unto itself, without  
14      limitation, all powers, rights, authority, duties and  
15      responsibilities conferred upon and vested in it, prior to the  
16      signing of this Agreement, by the laws and Constitution of the  
17      State of New Jersey and of the United States.

18

19

20

21

22

23

24

1 ARTICLE III

2 Director's Assignments and Responsibilities

3 3.1 Holidays

4 Holidays for the period of the agreement shall be determined  
5 by action of the Board as noted on the Board's adopted yearly  
6 calendar.

7 3.2 Directors' Working Hours

8 (a) The usual work week for Directors shall be 40 hours over  
9 a five consecutive day period, including a one-hour  
10 lunch period daily.

11 (b) It is recognized that Director Group members are required  
12 to perform services that may be beyond that which would  
13 normally be accomplished within the usual work week. In  
14 such situations, compensatory time shall be granted. In  
15 all cases, compensatory time must be used within the  
16 same fiscal year.

17 3.3 Authorized Off-Campus Assignments

18 If a Director is required or receives approval to make a trip  
19 on College business, he or she shall be reimbursed for the  
20 most convenient and economical mode of transportation or the  
21 specified auto mileage reimbursement. If the College requests  
22 that the member use his/her own transportation, he or she  
23 shall be reimbursed at the rate of twenty-two cents per mile.

1       The College shall provide liability insurance of at least  
2       \$300,000 whenever the member is required to drive on such  
3       College business.  
4

5   3.4   Attendance at College Functions

6       Attendance by members at commencement is mandatory, and  
7       attendance at a reasonable number of other College functions  
8       is encouraged. The College will furnish academic attire when  
9       needed, at no cost to the member.

10   3.5   College Handbooks

11       The College Handbook will not conflict with the terms and  
12       conditions specified in this Agreement and nothing herein  
13       precludes a member from submitting suggestions.  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

## ARTICLE IV

## Personnel Files

4.1 (a) The College shall maintain a personnel file on each employee which shall include, but not be limited to, the following:

1. Personnel information;
2. Information relating to the employee's accomplishments submitted by the employee or placed in the file at his request;
3. Records generated by the College;
4. Job description; and
5. Information indicating special achievements, research, performance and contributions.

(b) The employee may, upon request, examine the individual personnel file referred to in 4.1 (a) and photocopy material therein, within five (5) working days of the initial request, at a time mutually convenient to the administrator in charge and the unit member.

(c) All material requested by the College or supplied by the employee in connection with the employee's original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the employee.

(d) The administrator in charge will be responsible for the safekeeping of the personnel files.

1 (e) Unit members shall be shown material to be placed in their  
2 file and shall acknowledge by signature having seen same.  
3 Such acknowledgment shall not necessarily indicate agreement  
4 with the material. Unit members shall have the right to  
5 respond to any material placed in the file within five (5)  
6 days after reviewing such material.

7 (f) Material not in the file may not be used against the  
8 employee.

9 (g) Personnel files will be available to the appropriate  
10 administrative personnel and Board members when matters of  
11 promotion, retention and performance are under discussion.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

3 5.1 (a) Annual notice of intent to reappoint Directors who have  
4 completed five full academic years of service shall be issued  
5 by December 15. Annual notice of intent to reappoint  
6 Directors with less than five full years of academic service  
7 shall be issued by March 15.

(b) The Board of Trustees shall issue Directors an employment contract stipulating terms and conditions of employment (including position title, salary, duration, and any special conditions) no later than April 15 of the current year.

(c) Notice of non-reappointment shall be issued by December 15th for Directors who have completed five academic years of service and by March 15th for Directors with less than five academic years of service.

Such notice shall not be issued without cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as the Arbitrator in the final and binding step.

(d) Removal during the term of the contract shall only be made for just cause. The employee shall be given 30 days notice of the College's intent to terminate the contract. Directors with more than five academic years of service or

1 those with tenure protections shall be afforded the rights and  
2 privileges provided by statute and administrative code.

3 (e) Directors wishing to terminate their employment with the  
4 college shall provide 30 days notice.  
5

6 5.2 Recommendations for Promotion

7 Nothing herein precludes request(s) of a Director who has  
8 academic rank from applying through his/her immediate  
9 supervisor for promotion in academic rank. It is understood  
10 that such determination rests solely with the Board.  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23



1 ARTICLE VI

2 Group Health Insurance

3 6.1 Medical Insurance

4 The Board of Trustees shall provide for each member full  
5 family coverage under Hospital Service Plan of New Jersey  
6 (Blue Cross, U.C.R. Blue Shield, Rider "J" and Major Medical).

7 6.2 Prescription Plan

8 Each member shall continue to receive Board initiated and  
9 funded Blue Cross of New Jersey Prescription Plan (\$1.00 Co-  
10 Pay).

11 6.3 Dental Insurance

12 Full family dental insurance shall be provided to each  
13 Director member in accordance with the provisions of the  
14 current master policy (Delta Dental Plan of N.J.).

15 6.4 Insurance Carriers

16 The Board reserves the right to change insurance carriers  
17 and/or self-insure so long as substantially similar benefits  
18 are provided. In the event the Board decides to change  
19 insurance carriers and/or self-insure, the matter will first  
20 be discussed with representatives of the Union prior to any  
21 change, and if the Union does not agree that the benefits to  
22 be provided by the new carrier or through self-insurance are  
23 substantially similar, the Union may file for arbitration  
24 within fifteen (15) calendar days from notification by the

1 Board of its intention to change carriers of self-insure. The  
2 parties agree that any change will not include compensation  
3 for a less expensive plan(s).  
4

#### 5 6.5 Retiree Coverage

6 All unit members covered by this agreement on their retirement  
7 from the College shall be eligible for all health insurance  
8 coverage currently in force at the member's (or spouse's)  
9 expense and at no cost to the College. In addition, effective  
10 July 1, 1987 future retirees (as defined in Article 12.1)  
11 shall be provided insurance coverage at the Board of Trustees  
12 expense as stated hereinafter. Such retirement benefit shall  
13 be operative with the effective date of reception of N.J.  
14 retirement benefits or TIAA/CREF using the same standards.

- 15 (a) July 1, 1987 - single coverage basic health insurance.
- 16 (b) July 1, 1987 - single coverage prescription insurance.
- 17 (c) July 1, 1988 - single coverage dental insurance.
- 18 (d) July 1, 1990 - retiree and spousal coverage for basic  
19 health insurance, prescription and dental.  
20  
21  
22

## ARTICLE VII

### Directors' Salaries and Deductions

### 7.1 Salary

The salary of members shall be paid bi-weekly  
for a period of twelve months.

## 7.2 Requests for Deductions

Members may, by executing the proper form as provided by the Board, have automatic self payroll deductions for any of the following purposes:

- (a) Professional dues
- (b) Government bonds
- (c) Credit Union
- (d) TIAA and CREF retirement programs
- (e) Any professional insurance programs
- (f) Such other as shall be mutually agreed upon by the Directors Group and the Board

### 7.3 Representation Fee for Non-members

(a) The Union President shall submit to the College personnel office a list of names of employees covered by this contract who are not currently dues paying members. The College, in compliance with State law and this agreement, will deduct from such employees' pay a representation fee equal to 85% of the amount set for unit members. (This amount will be determined

1 by the Union Treasurer, and is to be paid by payroll  
2 deduction.)

3 (b) It is agreed by the parties to this Agreement that the  
4 Board shall have no other obligation or liability, financial  
5 or otherwise, (other than set forth herein) because of actions  
6 arising out of the understandings expressed in the language of  
7 this Article. It is further understood that once the funds  
8 deducted are remitted to the Union, the disposition of such  
9 funds thereafter shall be the sole and exclusive obligation  
10 and responsibility of the Union.

11 (c) The Union shall indemnify and save the Board (and  
12 College) harmless against any and all claims, demands, suits  
13 or other forms of liability including reasonable legal and/or  
14 representation fees resulting from any of the provisions of  
15 this Article or in reliance on any list, notice or assignment  
16 furnished under this Article.

17 (d) The Union agrees that it has established or will  
18 establish a procedure by which a non-member employee in the  
19 unit can challenge the representation fee in accordance with  
20 N.J.S.A. 34: 13A-5.6.

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3

## 2

## 3

4  
5  
6  
7  
8  
9  
0

## 1

2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2

### 8.3 Personal Leave

Unit members may be granted three (3) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours, such as:

(a) Real estate closing.

(b) Marriage of the unit member or a member of his/her immediate family.

(c) Graduation of a member of the immediate family.

(d) Required appearance in court wherein the employee is not party and suit with the College.

Request for such leave shall be in writing not less than five (5) days in advance, except in the case of an emergency. In a personal emergency situation the employee shall notify the Supervisor as soon as possible.

(e) In cases where there is a life threatening illness of a unit member's spouse or child a maximum of six (6) personal days may be utilized provided such illness is certified by an attending physician and further provided that the unit member has unused personal leave days from the prior three years.

### 8.4 Sabbatical Leaves

Sabbatical leaves shall be granted by the Board, subject to the following conditions:

(a) A member will be eligible for sabbatical after completion of seven years continuous service at the College; or

1 after seven years since his/her last sabbatical leave at  
2 the College.

3 (b) Such leave must be applied for during the first semester  
4 of the preceding year, with the specific study or  
5 research purpose clearly stated in the application.

6 (c) Application shall be submitted to the President.

7 (d) After careful consideration of all applications, the  
8 President shall make his recommendation to the Board.  
9 Final decision on granting sabbatical leaves shall rest  
10 with the Board.

11 (e) Sabbatical leave may be for one half year or one full  
12 year. This leave shall be creditable for college  
13 seniority. Sabbatical pay for the length of the contract  
14 is: 1/2 year 100%

15 1 year 60%

16 (f) Sabbatical leaves are not subject to the grievance  
17 procedure of this Agreement.

## ARTICLE IX

### Unpaid Leaves of Absence

## 9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing not less than one semester prior to the effective date of such leave; notice to return must be made in writing not less than one semester prior to the date of return.

## 9.2 Child Rearing Leave

Unit members of either sex shall be granted unpaid leave of absence up to one (1) year for care of a newborn child under one-hundred-twenty (120) days of age at the time the leave commences (or for an adopted child less than five (5) years of age) provided that where possible at least sixty (60) days prior written notice is given the College. Unit members granted such leave must return at the start of the next academic year. During such leave benefits shall be frozen.

### 9.3 Leave for Personal Reasons

A leave for personal reasons may be granted by the Board to a unit member upon mutual consent up to one year.

#### 9.4 Leave for Professional Services

Leave to serve with IUE, its affiliates or an academic professional organization shall be granted for one year.



1 9.5 Leave for Advanced Study

2 Leave for advanced study in the unit member's field will be  
3 granted for one year.

4 9.6 Leave for Fulbright or Exchange Program

5 Leave for one year will be granted to any member upon  
6 application for the purpose of participating in a Fulbright or  
7 other educational exchange program.

8 9.7 Unpaid Leave Benefits

9 If legal and subject to the benefit plan, the Board shall  
10 permit unit members on unpaid leaves of absence to continue  
11 any and all benefits at their own expense. In addition,  
12 tuition waiver will be granted in accordance with Article X,  
13 paragraph 10.1, while on an approved unpaid leave of absence.

14

15

16

17

18

19

20

21

22

23

24

## ARTICLE X

## Directors' Privileges

### 10.1 Tuition Waiver

Subject to meeting entrance requirements, each unit member, his/her spouse and children through age twenty-five (25) will be granted waiver of tuition and activity fee to credit and non-credit courses at the College. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

## 10.2 Early Childhood Education Center

Members will be granted the privilege to use the facilities of the Early Childhood Education Center for so long as it continues to exist and in conformity with the rates and rules of such facility.

### 10.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for graduate study. Payment shall be made subject to the following conditions:

(a) Courses must be submitted at least ten (10) days prior to matriculation in such course(s) and are subject to approval by the President or his designee.

1 (b) Upon successful completion of graduate course work,  
2 reimbursement will be made at the prevailing Rutgers  
3 graduate liberal arts rate on a per credit basis. Unit  
4 members shall be eligible for reimbursement up to 12  
5 credit hours per fiscal year (July 1 to June 30).

6 (c) Nothing herein precludes approval by the President or his  
7 designee of beneficial undergraduate courses.

8 10.4 Parking

9 A reserved parking area for members shall be provided.

## ARTICLE XI

## Vacation for Directors

### 11.1 Vacation

Each member shall earn pro rata twenty-two (22) vacation days per year. A total of ten vacation days may be carried into the subsequent fiscal year. Vacation time may be carried into the subsequent fiscal year except that no more than twelve days may be carried beyond October 15th of such subsequent fiscal year.

## 11.2 Vacation Schedule

A member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the College.

### 11.3 Termination Pay

If at the time of termination of employment a Director has accumulated vacation time, he/she shall be compensated for it up to 30 days x base salary

260 days

(5 x 52)

## ARTICLE XII

Retirement "Bonus"

12.1 A retirement "bonus" shall be based on a payment of \$80 per accumulated sick leave day; provided that:

(a) The unit member had been employed actively by the College for twenty (20) years.

(b) The unit member must provide at least one year's prior written notice of intent to retire.

(c) The unit member retires under the New Jersey Public Employees Retirement System or employing the same standards of this system if the unit member retires under the Alternate Benefit Program (TIAA-CREF).

12.2 If the years of a unit member's active College service is less than 20 but at least 10 full years, then the retirement "bonus" shall be proportional i.e., 11/20, 12/20 etc. to the maximum as per above.

12.3 The member may elect to defer the retirement "bonus" compensation up to 12 months.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
8

15  
16  
17  
18  
19  
20  
21  
22  
23  
24

23

24

1           representative in an effort to resolve the grievance.

2           The President or his designee shall indicate his  
3           disposition of the grievance in writing within one week  
4           of said meeting.

5           (d) If the Grievant is not satisfied with the disposition of  
6           the grievance by the President or his designee or if no  
7           disposition has been made within the time limits in  
8           paragraph (c), the grievance shall be transmitted to the  
9           Board of Trustees by the Grievant by filing a written  
10          copy thereof with the Secretary of said Board. The  
11          Board shall, within five calendar weeks of the date of  
12          filing, either allow the grievance or hold a hearing on  
13          the grievance. No later than one calendar week  
14          thereafter, the Board of Trustees shall indicate its  
15          disposition of the grievance, in writing, to the  
16          Directors Group.

17          (e) If the Union is not satisfied with the disposition  
18          of the grievance by the Board of Trustees, or if no  
19          disposition has been made within the period provided in  
20          paragraph (d), the grievance may be submitted to  
21          arbitration before an impartial arbitrator, he shall be  
22          selected pursuant to the rules and procedure of the  
23          American Arbitration Association, whose rules shall  
24          likewise govern the arbitration proceeding. Neither the  
25          Board nor the Union shall be permitted to assert in such

1 arbitration proceeding any ground or to rely on any  
2 evidence not previously disclosed to the other party.  
3 The arbitrator shall have no power to alter, add to or  
4 subtract from the terms of the Agreement. Both parties  
5 agree to be bound by the decision of the arbitrator. No  
6 more than one (1) substantive issue may be submitted to  
7 the arbitrator at any proceeding unless agreed to in  
8 writing by both parties.

9 (f) Subject to (g) infra, the fees and expenses of the  
10 arbitrator shall be shared equally by the parties.

11 (g) No reprisals of any kind shall be taken against any unit  
12 member for participating in any grievance. If any unit  
13 member for whom a grievance is filed, processed or  
14 sustained shall be found to have been unjustly  
15 discharged, he or she shall be restored to his or her  
16 former position with full reimbursement of all  
17 professional compensation lost, and in addition the  
18 Board shall pay the entire cost of fees and expenses of  
19 the arbitrator. However, if the discharge is found to  
20 have been justified, the Directors Group shall pay the  
21 entire cost of fees and expenses of the arbitration.

22 (h) The arbitrator shall submit a written decision within  
23 thirty (30) days of the close of the hearing setting  
24 forth his findings of fact, reasoning and conclusions on  
25 the issue submitted.



- 1 (i) The number of days indicated at each level should be  
2 considered as maximum and every effort should be made to  
3 expedite the process. However, the time limits may be  
4 extended by mutual consent.
- 5 (j) All documents, communications and records dealing with  
6 grievances shall be filed separately from the personnel  
7 file of the participants.
- 8 (k) It is agreed that each party shall furnish the other with  
9 any information in its possession necessary for the  
10 processing of any grievance or complaint.
- 11 (l) If a unit member or a supervisor has a matter which  
12 he/she wishes to discuss with the other, he/she is free  
13 to do so without recourse to the grievance procedure.
- 14 (m) No grievance shall be adjusted without prior notification  
15 to the Directors Group and an opportunity for a  
16 Directors Group representative to be present, nor shall  
17 any adjustment of a grievance be inconsistent with the  
18 terms of this Agreement.
- 19 (n) A grievance may be withdrawn at any level.

1 13.2 Formal Grievance Procedure Form

2

3 NAME \_\_\_\_\_

4

5 POSITION \_\_\_\_\_

6

7 DATE OF GRIEVANCE \_\_\_\_\_

8

9 DATE OF FILING \_\_\_\_\_

10

11 NATURE OF GRIEVANCE:

12

13

14

15

16 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

17

18

19

20

21 SIGNATURE \_\_\_\_\_

22

23

24

25

1  
2 DATE RECEIVED BY PRESIDENT \_\_\_\_\_  
3  
4 DATE OF MEETING WITH GRIEVANT \_\_\_\_\_  
5  
6 DISPOSITION:  
7  
8  
9 DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
10  
11  
12 DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES \_\_\_\_\_  
13  
14 DATE GRIEVANCE ALLOWED \_\_\_\_\_  
15  
16 DATE OF HEARING \_\_\_\_\_  
17  
18 DISPOSITION:  
19  
20  
21  
22  
23 DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

## ARTICLE XIV

### Duration of Agreement

14.1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation and supersedes each and every provision of all prior contracts between the parties. Except as specified, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

14.2 This Agreement shall be effective starting July 1, 1995 through June 30, 1998 subject to the following:

(a) During the month of October 1997 either party may notify the other in writing of its desire to terminate, modify or supplement this Agreement. Within thirty days of such notice, the duly authorized representatives designated by the parties will meet to commence such negotiations.

(b) Each unit member shall receive the following salary increases: 4.75% in 1995/96; 5.25% in 1996/97; and 6% in 1997/98.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
  
15  
  
16  
  
17  
  
18  
  
19  
  
20  
  
21  
  
22  
  
23  
  
24  
  
25  
  
26  
  
27  
  
28  
  
29  
  
30

by Virginia M. Scott  
Chairperson, Board of Trustees

by Marlene R. Farnsworth  
International Representative,  
IUE, AFL-CIO

by Barbara R. Tallocc  
Secretary, Board of Trustees

by Karen J. Lucas  
President, Local 442, IUE,  
AFL-CIO

by \_\_\_\_\_

by \_\_\_\_\_

6/1/95

Dated

1 APPENDIX A

2 GLOUCESTER COUNTY COLLEGE

3 SALARY SCHEDULE

4 DIRECTORS GROUP

5 TWELVE MONTH EMPLOYEES

6		<u>Minimum</u>	<u>Maximum</u>
7	<u>1995-96</u>		
8	Level I	\$30,027	\$68,824
9	Level II	26,756	63,816
10	<u>1996-97</u>		
11	Level I	30,815	72,437
12	Level II	27,458	67,166
13	<u>1997-98</u>		
14	Level I	31,740	76,783
15	Level II	28,282	71,196

16 Notes:

17 1. Level I positions:

18 Director, Student Development

19 Director, Library/Media Services

20 Director, Enrollment Service

21

22 2. Level II Positions:

23 All others